

ADJUSTABLE BASE WARRANTY

Warranty for Adjusta-Flex Uplift Base

Boyd Adjusta-Flex warrants this adjustable bed to the consumer who is the original purchaser (the "purchaser," subject to the terms and conditions set forth herein). This warranty begins on the "warranty commencement date" which is the date of purchase for new unused beds and the date of manufacture for beds that have been used for floor display models. Thus, on a floor model bed, the warranty is a portion of 1-year warranty. If original proof of purchase is not provided by the purchaser, **Boyd Adjusta-Flex** reserves the right to determine whether the base is not covered by this warranty or to use the manufacturing date as the warranty commencement date.

FULL 1-YEAR WARRANTY

This adjustable bed is warranted against defects in the workmanship or materials for a period of one (1) year from the warranty commencement date. Upon notice during the first year from the warranty commencement date, Boyd Adjusta-Flex will send replacement parts (at no cost to the purchaser) for any defective adjustable bed part to the purchaser, and Boyd Adjusta-Flex will pay authorized labor and transportation cost associated with the repair or replacement of any parts Boyd Adjusta-Flex determines to be defective. This one (1) year warranty shall not apply if purchaser does not return any and all defective parts to Boyd Adjusta-Flex within 15 days of purchaser's receipt of replacement part.

4-YEAR LIMITED WARRANTY

Upon notice during the 2 through 5 years from the warranty commencement date, **Boyd** *Adjusta-Flex will* offer replacement parts (upon terms and conditions set forth in this paragraph) for any mechanical bed part found to be defective. Electronics, electrical components, drive motors are excluded. The purchaser shall pay $1/4^{th}$ of the then current replacement cost of the defective part multiplied by the number of years after one year from the warranty commencement date. The reseller shall bear the remainder of the cost of the replacement part. This Four (4) year limited warranty shall not apply if purchaser does not return any and all defective parts to Boyd Adjusta-Flex within 15 days of purchaser's receipt of replacement part. The purchaser shall bear all service, transportation, labor and shipping costs related to the delivery and/or replacement of defective parts. After the 5th year, the purchaser shall bear the entire cost of repair and replacement of all parts and materials, including labor and transportation.

ADDITIONAL TERMS AND CONDITIONS

This warranty does not apply; (a) to any damages caused by the purchaser; (b) if there has been any unauthorized repair or replacement of adjustable bed parts; (c) if the adjustable bed has been mishandled (whether in transit or by other means), subjected to physical or electrical abuse or misuse, (d) to damage to mattress, fabric, cables, electrical cords, or items supplied by Resellers. Contact the Reseller or relevant party for warranty information on these items: (e) if there have been any unnecessary service calls, including cost for in-home service calls solely for the purpose of educating the consumer about the adjustable bed for finding an unsatisfactory power connection; (g) if the recommended weight restrictions are not followed (310 lbs.-TXL; 620-Queen) the warranty will be void.

Repairs to or replacement of the adjustable bed or its components under the terms of this limited warranty will apply to the original warranty period and will not serve to extend such period.

The decision to repair or replace defective parts under this warranty shall be made, or case to be made, by Boyd Adjusta-Flex at its option and in its sole discretion.

REPAIR OR REPLACEMENT SHALL BE THE SOLE REMEDY OF THE PURCHASER, THERE SHALL BE NO LIABILITY ON THE PART OF BOYD ADJUSTA-FLEX FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER DAMAGE, CLAIM, OR LOSS NOT EXPRESSLY COVERED BY THE TERMS OF THIS WARRANTY.

This limited warranty does not include reimbursement for inconvenience, removal, installation, setup time, loss of use, shipping, or any other cost.

Boyd Adjusta-Flex MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OR MERCANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY Boyd Adjusta-Flex AND EXLUCLUDED FROM THIS AGREEMENT.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to every purchaser specific legal rights, and the purchaser may also have other rights, which may vary from state to state. This warranty is valid in all 50 states, Puerto Rico, and Canada.

IF YOU EXPERIENCE ANY TROUBLE WITH YOUR ADJUSTABLE BASE DURING THE WARRANTY PERIOD, PLEASE CALL: (314)-993-2693.

PLEASE HAVE YOUR RECEIPT READY AND AVAILABLE. THANK YOU AND ENJOY YOUR BOYD ADJUSTA-FLEX BED FRAME!

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